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STR. SPRAY HAS GOOD-SIZED TRIP.

Other Vessels at Boston Also with Good Fares.

Receipts of fish at Boston today are small in comparison with Monday of last week, for only a few vessels arrived, and with the exception of steam trawler Spray have but small trips. The Spray, which has been out but four days, has a good catch of 53,000 pounds of haddock, which is a very desirable article in the market today.

The prices of all kinds of ground fish show an advance over last week's quotations, and unless a large number of vessels arrive will be higher during the week.

Two swordfishermen are in today both of whom have small catches, but prices have rapidly advanced and are quoted from 15 to 17 cents.

The receipts and prices in detail are as follows:

The fares and prices in detail are:

Boston Arrivals.

Sch. Mary J. Ward, 1000 cod, 8000 pollock.

Sch. Leo, 10,000 haddock, 5000 cod,

Sch. Gladys and Sabra, 30,000 cod.

Sch. Marguerite Dillon, 4000 haddock, 30,000 cod.

Steamer Spray, 53,000 haddock, 2000 cod, 1000 hake.

Sch. Thomas Brundage, 2000 haddock, 15,000 cod.

Sch. Harvester, 7000 haddock, 12,000 cod, 5000 hake.

Sch. Robert and Arthur, 42,000 haddock, 3000 cod, 15,000 hake.

Sch. Rara Avis, 500 cod, 5000 pollock.

Sch. Laura Enos, 3000 pollock.

Sch. Sceptre, 9 swordfish.

Sch. Lafayette, 34 swordfish.

Haddock, $2.50 to $3 per cwt.; large cod, $4 to $4.50; market cod, $2 to $2.50; hake, $2 to $3; pollock, $2.50; swordfish, 15 1-2 to 17 cts. per lb.

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NORWEGIAN HERRING CATCH.

Spring More Successful Than Ever Before—Prices Lower.

According to Consul P. Emerson Taylor, the Norwegian spring herring season in the Stavanger district, which ended the later part of June, resulted in a larger catch than in any previous year. The market conditions are explained by the consul.

The price has not been as high as usual, and on the whole the season has not been a very profitable one for the fishermen. The exporters have been filling foreign orders promptly at reasonable prices. The total catch of spring herring at Stavanger in 1901 was 425,248 barrels, of which 94,466 barrels have been salted; the catch in 1909 was 325,800 barrels, and in 1908, 271,000 barrels.

The salted herring exported from this district are sent in the largest quantities to Russia, though some are exported to the United States. Fresh herring, packed in ice, are exported chiefly to England and Germany. Herring in oil, herring in bouillon and herring slightly salted and afterwards smoked, are shipped to the United States in the largest quantities. The herring in bouillon have been exported chiefly in the present year, and were classed in the 1909 declared export reports as herring in oil.

Herring was exported from this district to the United States in 1909 as follows: Herring in oil (bouillon included), valued at $65,904; herring salted and smoked, $65,481; total, $131,385. The total export of herring from Norway in 1909 was $5,694,048.

Fishing Fleet Movements.

Schs. A. C. Newhall, Nokomis, Mooween and Maxine Elliott arrived at Liverpool, N. S., on Friday and cleared for the fishing grounds.

Schs. Earl V. S. and Lillian arrived at Canso on Friday.

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FOUR FISH FARES AT THIS PORT.

Two Dory Handliners Arrive with Light Trips.

The receipts of fish at this port today show little improvement over those of Friday and Saturday, there being four arrivals with salt and fresh fish all of whom have fair catches.

Among the arrivals are two dory handliners whose fares are not up to expectation, although they have been out all summer.

The arrivals and receipts in detail are:

Today's Arrivals and Receipts.

Sch. Terra Nova, Quero Bank, 100,000 lbs. fresh fish, 40,000 lbs. salt fish.

Sch. Hope, Quero Bank, 80,000 lbs. salt cod.

Sch Grace Otis, Georges, 30,000 lbs. salt cod.

Sch. Good Luck, via Boston.

Sch. Etta B., shore.

Steamer Joppaite, shore.

Sch. J. W. Bradley, Quero Bank, dory handlining, 100,000 lbs. salt cod.

Sch. Annie Kimball, Southwest Harbor, Me., 800 quintals cured fish.

Vessels Sailed.

Sch. Frances P. Mesquita, haddocking.

Sch. Actor, shore.

Sch. Preceptor, halibuting.

Today's Fish Market.

Handline Georges cod, large, $4 per cwt.; medium, $3.50.

Trawl Georges cod, large, $3.75 per cwt.; medium, $3.25.

Trawl bank cod, large, $3.35 per cwt.; medium, $3.

Drift Georges cod, large, $3.75 per cwt.; medium, $3.50.

Outside sales of Bank cod, $3.75 for large and $3.50 for medium.

Salt cusk, large, $2.50 per cwt.; medium, $2.

Salt haddock, $1.25 per cwt.

Salt hake, $1.25 per cwt.

Salt pollock, $1.25 per cwt.

Dory handline cod, large, $3.75 per cwt.; medium, $3.50.

Splitting prices for fresh fish:

Western cod, large, $2.25 per cwt.; medium, $1.75.

Eastern cod, large, $1.90 per cwt.; medium, $1.55; snappers, 60 cts.

Western Bank cod, large, $2.12 1-2 per cwt.; medium, $1.65.

Cusk, large, $1.60 per cwt.; medium, $1.20; snappers, 50 cts.

Haddock, $1.10 per cwt.; hake, $1.10 per cwt.; dressed pollock, 75 cts. per cwt.; round pollock, 70 cts .per cwt.

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SPANISH SARDINE INDUSTRY.

Scarcity of Fish Last Year Curtailed Operations of Canneries.

Consular Agent Enrique Mulder of Vigo, writing of the fish-preserving industry in that Spanish port says:

The industry gives employment to about 23,000 people, of whom 8000 are women. The wages of the men range from eighty cents to $1 per day, and of the women from twenty-five to thirty-five cents. The fishing fleet consists of about 150 steamers and about 2,000 sailing and other craft. The steamers are used exclusively for bream, hake and similar fishing, and all other craft for sardines. Of the catch of bream, hake, etc., about 90 per cent. is for consumption in Spain and only 10 per cent. for preserving purposes. Of the sardine catch 80 per cent. is preserved, 10 per cent. consumed locally 10 per cent. shipped to the interior of Spain.

There are more than 100 sardine packing factories in this district, many of which were compelled to cease operations for months in 1909 because of the scarcity of fish. The value of preserved sardine exported during 1909 was $2,203,500, of which $730,400 went to Argentina, $551,500 to France, $194,700 to the United States and possessions, $169,200 to Germany, and the value of the exports in 1908 was $2,673,725.

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MACKEREL ARE NOT YET SCHOOLING.

None Yet Taken in Seines by North Bay Fleet.

A special dispatch to the Times this forencon reports the little schooner, Clara T., arriving there with 900 medium mackerel, sch. Thomas Congdon with 500 and sch. Freedom with 2500 small mackerel which were sold at 12 cents.

With the arrival of these it is now evident that a school of small fish is on the coast and some good catches may be made in traps and seines by the shore fishermen who resort to fine mesh nets for the purpose of seining small fish.

Latest From North Bay Fleet.

A special dispatch to the Times from its correspondent at Souris, P. E. I., reports that seven seiners, sch. Diana, Capt. James McLean, sch. Premier, Capt. George G. Hamor, sch. Pinta, Capt. Douglass S. McLean, sch. Electric Flash, Capt. William Bissert, sch. Arthur James, Capt. Archibald Devine, sch. Ralph L. Hall, Capt. Frank H. Hall, and sch. Georgia, Capt. Solomon Jacobs, also one hooker, sch. Margie Smith, had arrived at that port up to date, all of whom proceeded to North Bay.

No mackerel have been seined yet, the fish are not schooling, but it is the general opinion that there is a big body of mackerel in North Bay somewhere.

Sch. Diana hooked a barrel of mackerel on Wednesday last off East Point reef. No fishing licenses have been taken out by seiners this season yet.

The Canadian Fish Bureau of a late date report no mackerel being taken along that coast.

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Codfish Sales.

The fare of fresh and salt fish of sch. Teazer was sold to the Cunningham & Thompson Co.

The salt cod fares of schs. Hope and Grace Otis were sold to Gorton-Pew Fisheries Company.

The fare of sch. J. W. Bradley will probably be taken to New Haven, Mass., where this craft belongs.

August 29.

DISPUTES UNITED STATES CLAIM OF SERVITUDE.

Attorney General Robson Opens Closing Plea for Great Britian.

Argues United States Have Not Proved Claim on Question One.

The closing of the presentation of the case of Great Britain before The Hague tribunal sitting on the North Atlantic coast fisheries arbitration, was in the hands of no less a famous legal light than Sir William S. Robson, attorney-general of England. Of very pleasing address, using almost entirely a conversational tone, with few gestures, Sir William covered the better part of six days,—all in fact except one hour, in placing before the tribunal the summing up of the case of Great Britain. On questions one and five he dwelt at length, giving to question two also a fair share, considering questions three and four together, sliding over question six in a somewhat slighting manner and closing with a full consideration of question seven.

During his presentation of the stand of Great Britain on the several questions, he was asked more than the ordinary number of questions by the members of the tribunal, the general trend of these interrogatories indicating that the members of the court had been giving the closest attention to what he was presenting, as well as all that had been presented in the arguments of counsel who had preceded him

Question One of Importance to All Nations.

Mr. Robson said the first question is one of which, really, it would be very difficult for him to exaggerate the importance. It has an importance far beyond that of the interests of the parties immediately concerned. It touches, indeed, the very foundations of international law. It affects the security of national sovereignty, in all those nations, and they are many, both great and small—particularly small—who have thrown open their territory, or some part of their territory, to their neighbors by binding and durable obligations for some economic purpose or for some other reason of beneficial general intercourse.

If the United States is right in the contention they are submitting here, the obligations which those nations have incurred will turn out to involve a loss of what he thought every nation regards as its most treasured possession. It will mean that they have, in most cases he was sure, without knowing it, parted with the unity and completeness of their national sovereignty; that they have lost the right so much valued by every independent state to deal with all persons and things on its own soil without foreign interference or control.

Claim of United States Goes Beyond Contract Rights.

Of course it is common ground to both the disputants here that every contract, this treaty among others, restricts the action of sovereignty. That is not the contention with which this Tribunal is now called upon to deal. It is no more limitation or restriction upon the exercise of a sovereign power for which the United States contends.

And the contention of the United States does not stop there. That is a serious matter; but the learned counsel who have appeared on behalf of the United States have felt themselves compelled by the stress of their argument to go further than that, and to make clear in argument that which was perhaps, only implied in the written pleadings submitted to the tribunal, namely, that they are, in their view, entitled to share in the enforcement of such regulations as they may think proper, or as may be agreed. In other words, that it is part of their right, conferred upon them by this treaty, that they should, in times of peace be at liberty, if their right is in their view in any peril, to place armed forces upon the soil of a friendly power, for actual operation, if need be, against the citizens and subjects of that power.

This is a novel claim, and one which, of course, this tribunal would not dream of allowing, except upon the most explicit evidence that it was the intention of the parties; because, although nations may, in the unhappy course of events, become subjected to the control or domination of foreign and hostile powers, yet they do not very easily or very often consent to it. And the case for the United States, here, is that Great Britain has consented to the situation which they say has arisen. If so, then it must be clearly proved.

But it is a remarkable feature, one which meets the United States at the very outset of their case, and which still, he thought they have not succeeded in overcoming that they have no contract in which any such condition of things as this is foreshadowed and agreed to on the part of Great Britain. They have no contract at all. They have a contract constituting a right, creating that which they are pleased to call a servitude, and a contract, therefore, which, like all others, in some degree—a substantial degree—limits what he had called the exercise of the sovereign powers of Great Britain, but when we go further and ask where is the contract which carries with it a transfer, a conveyance of sovereign power—which is something more than a mere limitation or restriction—we are referred to implications and international law, and the history of the parties, and to various other grounds with which it will be my duty to deal.

Claim of Joint Sovereignty Made on Two Grounds.

If Great Britain has agreed to such a condition of things, there is no more to be said about it. The contract binds us. But the question here—and it is the whole question before this tribunal—is: "Have we agreed?" Is there a contract, is there a bargain, between Great Britain and the United States that the United states shall possess this novel and remarkable power, one only exercised by a conquering and dominant state, or scarcely ever exercised except by a conquering and dominant state over the territory of Great Britain?

The United States has been somewhat hard put to it to show a contract. And its very learned and able counsel have endeavored to suggest various grounds of action which should be independent of contract. Well now, all those grounds of action look very well and sound very well, while they are being dealt with by learned counsel; but they have to be subjected to a somewhat minute examination to see whether they really carry their argument home.

The United States comes into court with two grounds of action, as I may call them. They claim this joint ownership, or joint sovereignty in the territory of Great Britain, or in a part of their territory, on two grounds: They said, first of all, that the sovereign right they thus sought to establish was a continuance of their original right as joint owners with Great Britain of the then British Empire. I understood, in reading the case and counter-case, that that was put forward as a definite and sufficient reason why the United States should have an affirmative answer to question one. Such a ground as that was substantially independent of grant altogether. The grant in such a case, as indeed the United States themselves asserted, was a mere recognition of their original sovereingty,—a sovereignty unbroken, in one sense, and enlarged, and not diminished by the Revolution.

That, then, was a ground independent of grant. The other ground is dependent entirely upon grant, and indeed is totally inconsistent with the theory of antecedent rights, which the United States first put forward. They say, now, that there was a grant by Great Britain of a servitude, and that a servitude carries with it, without any need for explicit statement, or agreement, but by mere force of international law, which is to be read into any contract that is made by the parties, carries with it all these consequences with regard to the sovereignty that I have just been describing.

United States Position Clearly Expressed.

The claim itself is quite clear. It has been stated with the greatest possible candor and fairness, such as the United States have shown throughout the whole conduct of this case, from the first to the last. Mr. Turner put it in a sentence. He said:

"Our claim is to demand a voice. We purpose to have our own voice, and our own hand, and our participation not only in the making of these regulations but in their enforcement."

In other words: We are sovereign in the legislative sense, and our sovereign power, it being a sovereign power, is not confined to legislation, but it has also its executive rights, and therefore we are entitled to compel obedience to that which we properly require in the exercise of our sovereign authority.

And, of course, that compulsion cannot be confined to its own citizens. Mr. Turner soon saw that. Again he did not shrink, any more than any of their learned counsel on that side have shrunk from the obvious legal and legitimate consequences of their argument. You cannot enforce regulations, though they be agreed to by both parties against one set of fishermen and not against the other. Because, if the United States desires to enforce regulations at all, there is no need to enforce them, there is not likely to be any occasion to enforce them, against its own citizens; because its own citizens will be the complainants; they will be the injured parties; and the exercise of sovereign authority and force will be against the citizens of the other power concerned in the condominion.

So that it is a claim on the part of the United States to coerce, if need be, by armed force, the citizens of Great Britain in Newfoundland who are disobeying regulations which the United States thinks proper or which are agreed to between the United States and England, it may be. That is the claim of the United States.

And it is clear that the United States is right in saying that the reasonableness of the regulations is immaterial. That, I think, is obvious. If they are in excess of our jurisdiction, it does not matter whether they are reasonable or not; and if they purport to apply to the United States, why then, clearly, they would be to that extent in excess of our jurisdiction, if the United States is right. And therefore they are not concerned to discuss the reasonableness of our regulations at all. They may be as reasonable as you like, but, say the United States, they do not bind us without our consent.

Of course they do not mean to be unreasonable. They say they will not be unreasonable, but they claim the right not to submit or acquiesce, or to be compelled to acquiesce in reasonable regulations. So that the local power of Great Britain in this case would undoubtedly be left in a position of very serious difficulty, with this partner in its sovereignty whom it has no means of compelling to an agreement. The contract between them has overlooked all the difficulties that might arise from such an unusual and such a difficult situation.